

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI  
DIVISION 1

2013 MAR 11 PM 12:43

CATHERINE LYNN PITTMAN and  
TROY VERNON PITTMAN  
R.R. 2, Box 317A  
Archie, MO 64725,

Plaintiffs,

vs.

FARMERS FIRE INSURANCE EXCHANGE  
P.O. Box 2057  
Kalispell, MT 59903-2057,

Serve: Commissioner of Insurance  
301 West High Street, Room 530  
Jefferson City, MO 65101,

and

COLBY YODER  
607 North State Route 7  
Pleasant Hill, MO 64080,

Defendants.

FILED  
CIRCUIT COURT  
CASS COUNTY, MO.  
DIVISION III

**13 CA-CV 00768**

Case No. \_\_\_\_\_

**PETITION FOR BREACH OF CONTRACT**

**Count I**

Come now plaintiffs, by and through their attorney of record, and for claim and cause of action in Count I of their Petition for Breach of Contract against defendant Farmers Fire Insurance Exchange state as follows:

1. Plaintiffs were owners of a single family home located at 24004 S.W. Hidden Valley Road, Peculiar, Cass County, Missouri 64078 (the "Property").
2. Plaintiffs purchased an insurance policy on the property from defendant Farmers Fire Insurance Exchange ("Farmers") through Farmers Agent Colby Yoder ("Yoder"), Policy No. 87-0400-2464-2007 ("Policy") insuring them and the property

**EXHIBIT**

**A**

against loss of which plaintiffs paid \$352.00 for the period beginning July 6, 2007, through July 6, 2008.

3. The Policy covered loss to the structure on the policy of three or more floors and a basement.

4. The structure is located on 20 acres that abut the South Grand River. A portion of the property is in a flood plain but the structure on the property is not in a flood plain.

5. On June 3, 2008, plaintiff Cathy Pittman discovered that the basement of the house was full of water.

6. Plaintiffs notified Yoder by phone who orally confirmed to Cathy Pittman that the policy protected plaintiffs against any resulting loss.

7. At or about 10:00 a.m. on June 3, 2008, an insurance adjuster, Pete Cali, arrived at the property and told Cathy Pittman that she did not have contents coverage and offered \$23,000.00 for partial damage to the structure. Cathy Pittman immediately contacted Yoder and Yoder, as agent for Farmers, again stated to Cathy Pittman that the contents were a covered loss. Yoder had the real or apparent authority to make this representation on his behalf and on behalf of Farmers.

8. Thereafter and at the direction of Yoder, Pittman provided Farmers with a preliminary loss estimate to the structure and contents totaling approximately \$95,879.00.

9. Farmers and Yoder have failed and refused to pay the sum of at least \$95,879.00.

10. Farmers and Yoder breached the contract with plaintiffs by failing and refusing to pay plaintiffs for the insured loss after specifically telling plaintiff Cathy Pittman that the loss was covered under the policy.

11. Farmers and Yoder acted vexatiously by refusing to pay plaintiffs for the loss and, accordingly, are liable for penalties for their vexatious refusal to pay same.

WHEREFORE, plaintiffs pray for damage in the sum of at least \$95,879.00 for these actual losses plus interest and penalties for defendants' vexatious refusal to pay; and such other and further relief as to the Court seems just and equitable.

### **Count II**

Come now plaintiffs, by and through their attorney, and for their claim and cause of action on Count II of their petition against the defendant Colby Yoder state as follows:

12. Plaintiffs incorporate by reference each and every allegation raised in Count I.

13. That the defendant Colby Yoder was the Farmers Insurance Agent with whom the plaintiffs dealt in order to purchase a policy of insurance.

14. That the defendant Colby Yoder represented to the plaintiffs that an insurance policy on the property from Farmers Fire Insurance Exchange insured the plaintiffs and the property against loss of contents as a result of a flood or fire.

15. That said defendant further represented that the policy of insurance which he sold to the plaintiffs insured the contents of the premises for loss due to flood.

16. That on June 3, 2008, the plaintiffs suffered a loss to their personal property contents due to flooding.

17. That when the plaintiffs presented a claim to the defendants Farmers Fire Insurance Exchange for their loss to their contents, the defendant Farmers Fire

Insurance Exchange denied the plaintiffs' claim and stated as a reason that plaintiffs did not have coverage for a loss sustained to their personal property contents due to flooding.

18. That the representations made to the plaintiffs by the defendant Colby Yoder were made negligently.

19. That the conduct of the defendant Colby Yoder enacting at the Farmers Insurance Agent for the plaintiffs, that the defendant was negligent in each or all of the following respects, to-wit:

a. He represented to the plaintiffs that he had sold them a policy which covered loss due to flooding to personal property contents; and

b. The defendant negligently failed to secure coverage for the plaintiffs with the Farmers Fire Insurance Exchange for personal property/contents coverage due to flooding.

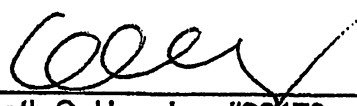
20. That the defendant Colby Yoder failed to meet the standard of care which a reasonable insurance agent would perform under the same or similar circumstances.

21. That as a direct and proximate result of the defendant Colby Yoder's negligence, the plaintiffs were damaged in an amount in excess of \$25,000.00.

WHEREFORE, plaintiffs pray for judgment against the defendant Colby Yoder for an amount which will fairly and reasonably compensate them for the loss of their personal property/contents due to flooding; and for such other and further relief as to the Court seems just and equitable.

HENSLEY LAW OFFICE

By

  
Kenneth C. Hensley, #28172  
Wyatt Z. Roberts, #58729  
401 West 58 Highway  
P.O. Box 620  
Raymore, MO 64083  
(816) 322-4466

ATTORNEYS FOR PLAINTIFFS



# Your Missouri Courts

Search for Cases by: [Select Search Method...](#)[Judicial Links](#) | [eFiling](#) | [Help](#) | [Contact Us](#) | [Print](#)[Logon](#)**13CA-CV00768 - CATHERINE PITTMAN ET AL V FARMERS FIRE INSUR ET  
AL**

<a href="#">Case Header</a>	<a href="#">Parties &amp; Attorneys</a>	<a href="#">Docket Entries</a>	<a href="#">Charges, Judgments &amp; Sentences</a>	<a href="#">Service Information</a>	<a href="#">Filings Due</a>	<a href="#">Scheduled Hearings &amp; Trials</a>	<a href="#">Civil Judgments</a>	<a href="#">Garnishments/ Execution</a>
-----------------------------	---	--------------------------------	--	-------------------------------------	-----------------------------	---	---------------------------------	---

This information is provided as a service and is not considered an official court record. Further information may be available in the docket entries portion of Case.net. Because service of process may establish legal obligations, you may want to examine the original case file in the clerk's office.

Displaying 1 thru 2 of 2 service records returned for case 13CA-CV00768.

**Issuance****Issued To:** FARMERS FIRE  
INSURANCE EXCHANGE**Date Issued:** 03/12/2013**Document:** Summons Civil Case-To Dft-**Due Date:** 04/11/2013**Issued:** Res**Document ID:** 13-SMCC-263**Additional Text:** DSC**Return****Type Of Service:** Agent Served**Service/Attempt** 03/20/2013  
**Date:****Served To:** FARMERS FIRE  
INSURANCE EXCHANGE  
P O BOX 2057  
KALISPELL, MT 59903**Issuance****Issued To:** YODER, COLBY**Date Issued:** 03/12/2013**Document:** Summons Civil Case-To Dft-**Due Date:** 04/11/2013**Issued:** Res**Document ID:** 13-SMCC-264**Return****Type Of Service:** Summons Personally Served**Service/Attempt** 03/25/2013  
**Date:****Served To:** YODER, COLBY  
607 NORTH STATE ROUTE  
7  
PLEASANT HILL, MO 64080

Displaying 1 thru 2 of 2 service records returned for case 13CA-CV00768.

Case.net Version 5.13.2.2

[Return to Top of Page](#)

Released 12/14/2012